

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

TANYA ARTIES

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, LP and

**SPRINGLEAF FINANCE
MANAGEMENT CORPORATION,
formerly known as
AMERICAN GENERAL FINANCE**

Defendant.

Serve Defendant Springleaf at:
CT Corporation System
120 South Central Avenue
Clayton, Missouri 63105

Serve Defendant Resurgent at:
CSC-Lawyers Incorporating Service
221 Bolivar Street
Jefferson City, Missouri 65101

Case No. 4:15-CV-01424

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Plaintiff, Tanya Arties, and for her Complaint states as follows:

INTRODUCTION

1. This is an action for statutory damages brought by an individual consumer for violations of the Fair Debt Collections Practices Act, 15 USC 1692 *et. Seq.* ("FDCPA") and violations of the Missouri Merchandising Practices Act, 407.010 *et seq.*

RSMo. (“MPA”), which prohibits unfair and deceptive acts and practices in the sale of goods and services in Missouri.

2. Plaintiff demands a trial by jury on all issues so triable.

JURISDICTION

3. This Court has jurisdiction of the FDCPA claim under 15 USC 1692k (d).

PARTIES

4. Plaintiff is a natural person currently residing in St. Louis County, Missouri. Plaintiff is a “consumer” within the meaning of the FDCPA. The alleged debt Plaintiff owes arises out of consumer, family, and household transactions. The debt was for a loan made payable to American General Finance.

5. Defendant Resurgent Capital Services, LP (Resurgent) is a collection agency with its principal place of business in Greenville, South Carolina. The principal business purpose of Defendant is the collection of debts in Missouri and Defendant regularly attempts to collect debts alleged to be due another.

6. Resurgent is engaged in the collection of debts from consumers using the mail and telephone and is a “debt collector” as defined by the FDCPA. 15 U.S.C. § 1692a (6).

7. Defendant Springleaf (American General Finance) is a loan provider registered to do business in the state of Missouri.

FACTS

8. Plaintiff filed for bankruptcy protection on May 10, 2011.
9. The debt at issue was included in Plaintiff’s Chapter 7 Bankruptcy Plan.

10. American General Finance, the former owner of the debt, was listed as a creditor and received notice of Plaintiff's bankruptcy.

11. The money borrowed from American General Finance was for personal use and no business related purpose.

12. American General Finance apparently sold the debt to Resurgent Capital Services, LP after receiving notice of Plaintiff's bankruptcy and subsequent discharge.

13. Prior to the filing of this Complaint, Plaintiff tried to obtain refinancing of her mortgage.

14. The potential lender told Plaintiff that the judgment taken by American General Finance would have to be satisfied or voided in order for her loan to be approved.

15. Plaintiff contacted American General Finance, but was re-directed to Resurgent Capital Services, LP.

16. Plaintiff was told by Resurgent that she would have to pay the judgment balance of \$647.11, even though the debt had been discharged in bankruptcy.

17. Resurgent told Plaintiff she has a balance due of \$647.11 that is due and owing.

18. Resurgent told Plaintiff the only way the judgment can be satisfied or voided is by payment of the debt; even though Plaintiff has no legal obligation to pay the debt.

19. The judgment was not transcribed.

20. Plaintiff has been unable to obtain certain home loan financing as a result of Defendant Resurgent's illegal collection activities.

COUNT I: VIOLATIONS OF THE FDCA

21. Plaintiff re-alleges and incorporates by reference all of the above paragraphs.

22. In its attempts to collect the alleged debt from Plaintiff, Defendant has committed violations of the FDCPA, *15 USC 1692 et. seq.*, including, but not limited to, the following:

a. Engaging in conduct the natural consequence of which was to harass, oppress or abuse Plaintiff. 15 U.S.C. § 1692d.

b. Using false, deceptive, or misleading representation or means in connection with the debt collection. 15 U.S.C. § 1692e and e(10).

c. Taking action that cannot legally be taken by attempting to collect a debt enrolled in bankruptcy protection. 15 U.S.C. § 1692e(5).

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for:

- A. Judgment that Defendant's conduct violated the FDCPA;
- B. Actual damages;
- C. Release of the alleged debt;
- D. Statutory damages, costs and reasonable attorney's fees pursuant to 15 USC 1692(k); and
- E. For such other relief as the Court may deem just and proper.

COUNT II: VIOLATIONS OF THE MERCHANDISING PRACTICES ACT

23. In connection with the collection of the debt, Defendants Resurgent and American General Finance committed the following unfair or deceptive acts and practices:

d. Engaging in conduct the natural consequence of which was to harass and coerce Plaintiff into paying a debt that had already been satisfied.

e. Attempting to collect a debt no longer legally owed to Defendant.

24. Pursuant to RSMo. 407.025, this Court may award Plaintiff her actual damages, punitive damages, equitable relief, attorney fees, and costs of this action.

WHEREFORE, Plaintiff prays this Court enter judgment against Defendant, award Plaintiff her actual damages, punitive damages in amounts that are fair and reasonable, her attorney fees and costs of this action.

THE EASON LAW FIRM, LLC

s/ James W. Eason

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